

Vegetative Material Sale

Woodcutting at Hardesty Creek

SEC. 1 Contract Terms

- (a) All Materials in contract area in excess of estimated quantity are reserved by the United States. Removal in excess of that quantity will subject the Purchaser to trespass action.
- (b) The quantity of material is a predetermined amount and may be more or less than the actual amount.
- (c) Payment shall be made prior to removal of additional units which exceed estimated quantity.

SEC. 2 GENERAL STIPULATIONS

Removal of all materials **must** be in strict accordance with instructions of the Authorized Officer and the following conditions and requirements:

No material may be removed unless marked or otherwise designated by the Authorized Officer. Title to material sold under this contract shall remain in United States and shall not pass to Purchaser until such material has been removed from the contract area. If this contract involves severance of vegetative material, risk of loss shall be borne by the Purchaser after the material is cut. Nothing herein shall be construed to relieve the Purchaser from liability for any breach of contract or any wrongful or negligent act or for any violation of any applicable regulation of the Department of the Interior.

The Purchaser shall take such measures for prevention and suppression of fire on the contract area and other United States lands as are required by the applicable laws and regulations. The Purchaser shall dispose of refuse in accordance with instructions of the Authorized Officer.

If the Purchaser violates any of the provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of the Purchaser, *except* such operations as may be necessary to remedy any violations. If the Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel this contract, take appropriate action to recover all damages suffered by Government by reason of such violation, and inform the Purchaser that they will not be issued any further contracts for up to three years.

SEC. 3 Special Stipulations

The Map(s) attached are made a part of this contract and are to be complied with.

Purchaser's Full Name _____

Purchaser's phone number(s). _____

Purchaser's address _____

Purchaser certifies that he/she is the age of consent in their state of residence; and, if purchasing timber, is a citizen of or is registered to conduct business in the United States. Permit is valid for three months from date of purchase and valid only in area designated in this form. Purchaser acknowledges that he/she has read and understands the terms and conditions of this contract and any attached provisions.

Signature of Purchaser	Date	Signature of Authorized Officer	Date

Hardesty Creek Special Stipulations

- Permit only valid in area depicted on map provided.
- Dead Juniper Trees Only (standing or down).
- Stumps will not exceed 6" in height.
- Do not drive off existing roads or trails.
- Permits are non-refundable and non-transferable.
- Permit must be in your possession while cutting and transporting your firewood.
- Non-Commercial use only.

Please return signed to 2370 S Decker Lake Blvd, West Valley City UT, 84119 with payment (payment can be taken with a credit card over the phone. Price is \$6 per cord of wood with 2 cords minimum and 5 cords maximum). There will be no refunds. Signed stipulations can be sent by mail, fax (801-977-4397) or email (blm_ut_sl_mail@blm.gov). Permit will be mailed once signed stipulations are received and payment is made. Any questions or payments can be made by calling 801-977-4300 from 8 AM – 4:30 PM Monday-Friday.

Supplemental Instructions

1. Monies collected from the sale of vegetative or mineral material on Public Domain lands, Oregon and California Grant lands or Coos Bay Wagon Road lands should be identified as 5881, 5882, or 5897 respectively. Monies collected from all salvaged timber sales will be deposited into the FEHRF (5900 account)
2. Road maintenance fees collected on O&C and CBWR lands should be identified to Subactivity 9110 and those fees collected on Public lands to Subactivity 9120. Identify the proper subactivity by crossing out the non-applicable subactivity.
3. Fees collected for reclamation of mineral sites on O&C and CBWR lands should be identified to Subactivity 5310, and those fees collected on Public Domain lands to Subactivity 5330. Identify the proper subactivity by crossing out the non-applicable subactivity

Notice

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this contract.

AUTHORITY: 30 U.S.C. 601, et seq.; 43 U.S.C. 1181a; 43 CFR 5400

PRINCIPAL PURPOSE: The information is to be used to identify the parties entering into a contractual agreement for the disposal of mineral and vegetative materials.

ROUTINE USES: (1) Contact applicants or permittees about matters pertaining to a contract or permit for the sale of mineral and vegetative materials from public lands. (2) Report sales information to Congress pursuant to 30 U.S.C 601 et seq. (3) Execute a contractual agreement for the disposal of mineral and vegetative materials from public lands. (4) Information from the record and/or the record will be transferred to appropriate Federal, State, local and foreign agencies when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Providing this information is mandatory to obtain a contract or permit for the disposal of mineral and vegetative materials from public lands.